

*Contract no. 870*

THIS AGREEMENT made and entered into on the 28<sup>th</sup> day of  
May, 1991 between the ABERDEEN TOWNSHIP MUNICIPAL UTILITIES  
AUTHORITY, hereinafter referred to as the "EMPLOYER", and Local #3435 of  
the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, a  
labor organization affiliated with the AFL-CIO, located at University  
Office Plaza, 3635 Quakerbridge Road, Trenton, New Jersey, hereinafter  
referred to as the "UNION".

WITNESSETH:

WHEREAS, an election was held under the auspices of the Public  
Employment Relations Commission on October 31st, 1975, which resulted in  
the certification of the "Union" as the sole and exclusive bargaining  
agent for the "Unit" which is described in the Consent Election  
Agreement as follows:

"INCLUDING": All Blue Collar workers of the Aberdeen  
Township Municipal Utilities Authority;

"EXCLUDING": Clericals, all Managerial Employees,  
Confidential Employees, Policemen,  
Professional and Craft Employees and  
Supervisors within the meaning of the Act;

hereinafter the "Unit".

NOW, THEREFORE, it is mutually agreed between the parties hereto  
that the following agreement shall become effective:

February 1, 1991

#### ARTICLE 1. RECOGNITION

Section 1. The "Employer" hereby recognizes the "Union" as the  
sole and exclusive bargaining agent for the "Unit", as now constituted  
or as it may be constituted in the future, for all those matters  
specifically provided for herein pertaining to wages, hours and  
conditions of employment.

Section 2. The bargaining unit shall consist of the "Unit"

Section 3. Wherever used herein the term "employees" shall mean  
and be construed only as referring to the "employees" contained within  
that "Unit".

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AND PROFESSIONS

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## ARTICLE 2. PROBATIONARY PERIOD

Section 1. The Probationary Period shall be ninety (90) days with an automatic ninety (90) day extension upon notice to the "Union".

Section 2. During the aforementioned probationary period, the "Employer" may discharge such employee for any reason whatsoever. An Employee discharged during such probationary period shall not have recourse to the grievance procedure as set forth in this Agreement. The "Employer" shall have no responsibility for the re-employment of newly engaged probationary employees, if they are dismissed during the probationary period.

## ARTICLE 3. HOURS OF WORK AND OVERTIME

Section 1. The work week shall be comprised of five (5) scheduled days of work of eight (8) hours each and in the calendar period Wednesday through Tuesday, which days need not be consecutive.

Section 2. Any work performed beyond eight (8) hours in any day of the work week shall be considered overtime and paid at time and a half. Any work performed beyond forty (40) hours in any work week shall be considered overtime and paid at time and a half.

Section 3. Employees called to work prior to the start of their normal work shift shall be paid the overtime rate for any such time worked, provided that the employee completes his regular eight (8) hours for that day.

Section 4. In the event an employee reports for work without having been previously notified that there is no work, the employee shall be guaranteed eight (8) hours of pay at his regular rate of pay provided the employee remains at work and performs his assigned duties.

Section 5. In the event an employee is called to work, he will be guaranteed a minimum of three (3) hours of pay at time and a half, providing that the call was received prior to his reporting time, after he has left the job or at least three (3) hours after a previous call. The employee shall receive time and a half, except on a holiday, for any time at second call that occurs within three hours of the previous call.

Section 6. All scheduled overtime shall be offered first to full-time union employees before scheduled overtime is offered to part-time or other employees.

Overtime shall be distributed as equally as practical among the employees within the "Unit".

Section 7: A working shift shall consist of a scheduled eight (8) hour consecutive hours in each twenty-four hour period within the work week.

Section 8. In the event an employee is called in on a beeper call after the conclusion of his work shift or prior to his scheduled work shift, the employee shall be guaranteed a minimum of three (3) hours of pay at time and a half.

Section 9. Employees assigned to work the second shift shall receive a differential of twenty-five (\$.25) cents per hour effective February 1st, 1991.

Section 10. Employees assigned to work on the third shift shall receive a differential of thirty-five (\$.35) cents per hour effective February 1, 1991.

Section 11. In the event an Employee reports to work late, that employee will be docked pay in increments of fifteen minutes provided that employee is late for the majority of that fifteen minute period.

#### ARTICLE 4. UNION SECURITY

Section 1. The "Employer" agrees it will give effect to the following form of Union Security:

(a) All present employees who are members of the "Union" on the effective date of this Agreement may remain members of the "Union" in good standing by payment of the regular monthly dues. All present employees who are not members of the "Union" will pay a Representation Fee as set forth herein.

(b) It is agreed that at time of hire, newly hired employees who fall within the bargaining unit, will be informed that they have the chance to join the "Union" ninety (90) days thereafter, or pay to the "Union" a Representation Fee.

#### ARTICLE 5. CHECK-OFF OF UNION FEES

##### Section 1.

(a) The "Employer" hereby agrees to deduct from the wages of employees by means of a check-off the dues uniformly required by the labor organization pursuant to the provisions of N.J.S.A. 52:14-15 9E. The "Employer", after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions shall be made from the first two salaries paid to each employee during the month and such deduction made the first month shall be double deduction, which shall include the Probationary Period and thereafter the regular deduction shall apply to dues owed for that month.

(b) In making the deductions and transmittals as above specified, the "Employer" shall rely upon the most recent communication from the "Union" as to the amount of monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the "Union" within fifteen (15) calendar days after Board approval of such deduction is made.

Section 2. Representation Fee.

(a) If an employee does not become a member of the "Union" during any membership year (from February 1 to the following January 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the "Union" for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the "Union" as majority representative.

(b) Prior to the beginning of each membership year, the "Union" will notify the "Employer" in writing of the amount of the regular membership dues, initiation fees and assessments charged by the "Union" to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

In order to adequately offset the per capita costs of services rendered by the "Union" as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the "Union" to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased or decreased to the maximum allowed, said changes to become effective as of the beginning of the "Union" for the then current membership year. The "Employer" will deduct from the salaries of such employees, in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the "Union".

2. The "Employer" will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- (a) 10 days after receipt of the aforesaid list by the "Employer"; or

- (b) 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the "Employer" in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
3. If an employee, who is required to pay a representation fee, terminates his or her employment with the "Employer" before the "Union" has received the full amount of the representation fee to which it is entitled under this Article, the "Employer" will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

#### ARTICLE 6. SENIORITY

Section 1. The "Employer" shall establish and maintain a seniority list of "Unit" employee's names and date of employment from the date of last hire on a unit-wide basis, with the employee with the longest length of continuous and uninterrupted unit-wide service to be placed at the top of said seniority list, but the initial list shall be as of his anniversary date of hire.

The name of all "Unit" employees with shorter length of continuous service shall follow the name of such senior employee in order, until the name of the employee with the shortest length of service appears at the foot of the list. The seniority of each employee shall date from the employee's date of last hiring with the "Employer".

Section 2. New "Unit" members retained beyond the probationary period shall be considered permanent employees and their length of service with the "Employer" shall begin with the original date of their employment and their names placed on the "Seniority List". Such seniority list shall be kept up-to-date with additions and subtractions as required.

Section 3. An employee's seniority shall cease and his employee status shall terminate for any of the following reasons:

- (a) Voluntary quit or resignation;
- (b) Discharge for just cause;
- (c) Continuous layoff for a period exceeding twelve (12) months;

- (d) Failure of a laid-off employee to report for work within three (3) working days after being recalled to work by notice sent by the "Employer" by telegram or certified mail, return receipt requested, to the employee's last known address as shown on the "Employer's" records, unless return to work within such three (3) days is excused by the "Employer" in writing;
- (e) The failure to report for work without notice to the "Employer" and without submission of a justifiable excuse for such absence;
- (f) Failure to report back to work immediately upon completion of a leave of absence or any extension thereof;
- (g) Retirement;
- (h) Acceptance of gainful employment while on leave of absence;
- (i) Failure to abide by the Rules and Regulations of the Authority.

Section 4. Any employee in possession of New Jersey Department of Environmental Protection Classification 1 License (s) to operate sewerage treatment plants, sewerage collection systems, water treatment plants or water distribution systems (NJDEP S-1, C-1, T-1, W-1, respectively) shall supercede those employees on the seniority list who are not in possession of those licenses. Employees in possession of higher classification of licenses shall supercede those employees in possession of lower classifications of licenses on the seniority list. This provision shall become effective on September 1st, 1992, and shall not be applied to employees with greater than five years seniority as of September 1st, 1992.

Section 5. Employees with greater than five years seniority as of September 1st, 1992, are required to successfully complete the Introduction to Water and Wastewater course currently recognized by the New Jersey Department of Environmental Protection under N.J.A.C. 7:10-13 as the pre-requisite course required to enable the employee to sit for the examination for the first classification of operator licenses. Any employee with greater than five years seniority, who fails to abide by the provisions in this section by September 1st, 1992, shall not be exempt from the provisions outlined in Article 6, Section 4 above.

Section 6. The Employer reserves the right to consider water treatment and water distribution licenses non-applicable to the provisions contained in Article 6, Section 4 above in the event that the employer's water treatment and distribution assets are transferred to another agency before September 1st, 1992.

## ARTICLE 7. FORCE REDUCTION

Section 1. In the reduction or restoration of the working force prior to September 1st, 1992, the rule to be followed shall be the length of service with the "Employer". The employee with the least seniority shall be laid off first, and in rehiring the same principle shall apply; namely, the last employee laid off shall be the first to be rehired.

Section 2. Effective September 1st, 1992, in the reduction or restoration of the working force, the rule to be followed shall be the status of the employee on the Seniority List as modified by Article 6, Section 4 above. The employee with the least seniority on this list shall be laid off first, and in rehiring the same principle shall apply; namely, the last employee laid off shall be the first to be rehired.

## ARTICLE 8. NON-DISCRIMINATION

Section 1. It is agreed that the parties hereto will continue their practice of not discriminating against any employee because of race, color, creed, religion, nationality, or sex. No employee shall be discriminated against because of Union activities.

## ARTICLE 9. HOLIDAYS

Section 1. The "Employer" agrees to establish for the benefit of all employees within the "Unit" the following holidays, with full pay for eight (8) hours at the employees' regular straight time rate of pay, though no work is performed on such days:

New Year's Day	Veterans Day
Lincoln's Birthday	Thanksgiving Day
Washington's Birthday	Friday after Thanksgiving
Good Friday	Day before Christmas
Memorial Day	Christmas Day
Independence Day	Day before New Year's
Labor Day	Martin Luther King Day

Section 2. Employees who work on any of the holidays shall be paid for such three times the employee's regular rate of pay, which shall include the holiday pay, provided that the employee worked the scheduled day before and the scheduled day after the holiday.

Section 3. If a holiday falls within the vacation period of an employee, the employee shall not be charged for a vacation day for that holiday.

Section 4. Any work performed beyond eight (8) hours in any day of the work week that is a holiday as designated in this Contract shall be considered overtime and paid at the rate of three times the employee's regular rate of pay. Any employee called back to work or called to work as a result of the beeper shall be paid for such at the rate of two times the employee's regular rate of pay on said holiday.

Section 5. For the purpose of determining the rate of pay, all employees working on Easter Sunday shall be compensated as stated above at the holiday pay rate. Those employees not working on Easter Sunday would receive no holiday benefits.

Section 6. In the event a holiday falls on a weekend and is not celebrated on the following Monday, then, all employees not working on the actual holiday shall receive a full pay for eight (8) hours at the employees regular straight time rate of pay, thought no work is performed on such day. Any employee working on the holiday shall be paid in accordance with Section 2, above. In the event the holiday is celebrated on a Monday, then, all employees not working on the holiday shall receive a full pay for eight (8) hours at the employees regular straight time rate of pay, though no work is performed on such day. The Authority will operate with a skeleton crew on such day with those working receiving their full pay for the eight (8) hour day at the regular straight time rate of pay plus an additional full pay for eight (8) hours at their regular straight time rate of pay. Any employees working on that Sunday which is the actual holiday, regardless of when it is celebrated, shall receive the holiday pay which shall be paid at three (3) times the employee's regular straight time rate of pay, which shall include the holiday pay provided that the employee worked the scheduled day before and the scheduled day after the holiday. In the event the employee works on the Sunday as the holiday, and then works on the Monday when the holiday is celebrated, then, the employee receives only his full pay for the eight (8) hours at the employee's regular straight time rate of pay.

Section 7. In the event that an employee is called to work as a result of a beeper call on a day which is not a holiday, but the time spent on the job carries over to a holiday, the employee shall receive a minimum of three hours pay at time and one half for this time spent on the job up until midnight and then double time for his actual time spent on the job during the holiday. Likewise, in the event that an employee

Section 7. (continued)

is called to work as the result of a beeper call on a day which is a holiday, but the time spent on the job carries over to a day which is not a holiday, the employee shall receive a minimum of three hours pay at double time for his time spent on the job up until midnight, and then time and one-half for his actual time spent on the job during the day after the holiday.

Section 8. All Unit employees shall be entitled one day per year to be considered a floating holiday. This floating holiday may be taken at any time during the fiscal year and shall not be carried over to subsequent years nor accumulated. This floating holiday must be requested to the employer in writing in accordance with those provisions outlined in Article 10, Sections 4, 5, 6 and 7 below.

ARTICLE 10. VACATIONS

Section 1. The "Employer" agrees to grant to all employees within the unit vacations in accordance with the following schedule:

- (a) Employees with one year or more of service from date of employment shall receive ten days of paid vacation per year in the subsequent year;
- (b) Employees with five (5) years or more of service shall receive fifteen days paid vacation per year to be taken beginning in the sixth year of employment;
- (c) Employees with fifteen (15) years or more of service shall receive twenty days paid vacation per year to be taken beginning in the sixteenth year of employment;
- (d) If an employee leaves the employment of the Employer prior to the end of the anniversary date of his employment, employee shall be paid on a pro-rate basis for the vacation time based upon 5/6th of a vacation day for each month of employment completed.

There will be no vacation accrued for any employee during the probationary period unless completed satisfactorily.

Section 2. The "Employer" agrees that in the event an employee leaves the employ of the "Employer" before the vacation period, he shall be compensated for any accrued vacation time that may be due to him in accordance with the above schedule.

Section 3. Vacation requests shall be submitted to the Employer in writing at least one month in advance of the beginning of the vacation requested to allow sufficient time to reschedule workshifts, etc.

Section 4. Single day vacation requests shall be submitted to the Employer in writing at least one week in advance of the day requested.

Section 5. The Employer reserves the right to deny or reject any vacation requests for just cause.

Section 6. In the event two or more employees request vacations on the same day, for the same time period, denials by the Employer, if applicable, will be made on a seniority basis.

Section 7. In the event two or more employees request vacations on different days, for the same time period, those requests already approved will be honored first.

Section 8. An employee may retain five days' vacation for use in a subsequent year. No other vacation time may be accumulated.

Section 9. Just cause for the denial of vacation requests is defined as exceptional workload, staffing shortages, training sessions, or other conditions requiring a specific employee to remain on the work schedule during the period to which he has requested a vacation.

#### ARTICLE 11. JURY DUTY

Section 1. An employee who is called for jury duty and serves, the same shall be paid at his regular rate during such service with maximum of two (2) weeks, provided, however, that the employee shall notify the Authority immediately upon receipt of a notice to report for jury duty, of the proposed dates of such service, provided further that the employee serves; and in the event of an early dismissal of jury duty on any day which he is scheduled to work, he shall present himself for work no later than one (1) hour after the discharge. Any pay received for jury duty shall be for the benefit of the employee solely.

#### ARTICLE 12. SICK PAY

Section 1. The "Employer" agrees to grant to all employees within the employee unit eleven (11) paid sick days, which days shall be accumulated from year to year as hereinafter set forth. The said sick pay shall be earned and accrued at the rate of 11/12 of a day per month for each month worked and employee paid for.

Section 2. The "Employer" shall maintain a record of sick days used or remaining which shall be used for the following purposes:

- (a) Any employee who has accumulated up to twenty (20) sick days/or more, may use up to twenty (20) sick days in one (1) year and no more.
- (b) All accumulated sick days shall be compensated for at the rate of 1/2 day pay computed as of the current year earned on the occasion of their being laid off by the Authority for a period in excess of six (6) months, or on the occasion of his retirement or death, but no compensation to any employee for accumulated sick days shall in any case exceed the actual sum of \$12,000.00.
- (c) The above sick days shall include three (3) personal days to be taken by the employees at their discretion, but subject to the Authority's Policy Manual.

Section 3. In the event an employee uses one or less personal days in a fiscal year, that employee may take up to seven sick days, exclusive of personal days, without producing medical verification. After the seventh sick day taken in a fiscal year, the employee shall be required to produce medical verification of his illness by means of a doctor's note for each sick day taken until the end of the fiscal year.

Section 4. In the event an employee uses more than one personal day in a fiscal year, that employee may take up to six sick days, exclusive of personal days, without producing medical verification. After the sixth sick day taken in a fiscal year, the employee shall be required to produce medical verification of his illness by means of a doctor's note for each sick day taken until the end of the fiscal year.

Section 5. In the event an employee takes three or more consecutive sick days, that employee shall be required to produce medical verification of his illness by means of a doctor's note.

Section 6. Failure to produce medical verification as required in Article 12, Sections 3, 4 and 5 above, may result in a disciplinary action by the employer.

## ARTICLE 13. BEREAVEMENT PAY

Section 1. Employee shall be granted up to three (3) days off with pay, if, in pay status, computed at the employee's straight time rate when death occurs in the employee's immediate family. Immediate family shall be defined as: father, mother, husband, wife, sister, brother, son, daughter, mother-in-law, father-in-law, grandmother and grandfather, on wife's or employee's side. (This definition refers to Bereavement only and NOT to Benefits for Dental, Prescription, Medical coverage, etc.)

Section 1 (a). Employees shall be entitled to one (1) day off each calendar year with pay at the employee's straight time rate when death occurs for a brother-in-law or sister-in-law.

Section 2. Any employee at the time of bereavement, that has to travel in excess of 200 miles in order to attend the funeral of a member of the immediate family, shall be granted an additional one (1) day off with pay, if in pay status, computed at the employee's straight rate.

Section 3. The Authority may require proof of each and proof of the employee's relationship with the deceased upon the employee's return to work.

## ARTICLE 14. DISCHARGE

Section 1. There shall be no discharge except for just and sufficient cause, except that a newly engaged employee shall be subject to dismissal for any cause whatsoever prior to the expiration of the probationary period or extensions thereof. The "Union" shall be notified of the discharge of any employee, except probationary employees, at the time of such discharge, which notification shall set forth the reason for the discharge.

## ARTICLE 15. GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Any difference or dispute between the "Employer" and the "Unit" relating to the terms and provisions of this Agreement, on its interpretations or applications, or the enforcement thereof, shall be subject to the following procedures which shall be resorted to as the sole means of obtaining adjustment of the dispute, which shall hereafter be referred to as a "grievance."

Step 1 - (a) The grievance, when it first arises, shall be taken up orally between the employee, the Shop Steward, at the convenience of the "Employer". (b) If no satisfactory settlement is reached during the first informal conference, then such grievance shall be reduced to writing and the Shop Steward shall serve it upon the "Employer". Within three (3) working days thereafter, the grievance shall be discussed between the designated representative of the "Employer" and a representative of the "Unit". A written decision shall be given to the "Unit" within five (5) working days thereafter.

Step 2. In the event the grievance is not satisfactorily settled by the discussion in Step 1, then, the same shall be the subject to a conference between the "Unit Representative" and the "Employer". Extension of time on a grievance hearing may be mutually extended by the "Union" and "Employer".

Step 3. In the event the grievance is not satisfactorily settled by the discussion in Step 2 within ten (10) days thereafter, then, both parties agree that either party may request the New Jersey State Board of Mediation to appoint an arbitrator, who shall have full power to hear and determine the dispute, and the arbitrator's decision shall be final and binding.

Section 2. The cost of arbitration for the New Jersey State Board of Mediation shall be borne by the parties equally.

Section 3. The arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provisions of this Agreement.

No dispute arising out of any question pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

#### ARTICLE 16. MISCELLANEOUS PROVISIONS

Section 1. Employees shall be granted a ten (10) minute break in the morning on the job site and a ten (10) minute break in the afternoon on the job site.

Section 2. The "Employer" shall provide reasonable Bulletin Board space for the posting of notices to its "Unit" employees which may be utilized for Union notices.

Section 3. All employees shall be provided with the following at no cost to employee:

(a) Protective clothing needed for the job, defined as: rain gear, boots, gloves, and hardhats assigned to individuals who shall be accountable therefor. The "Employer" will reimburse employees for the cost of purchasing up to two (2) pairs of work shoes each year the sum of \$70.00 each pair handing in the old work shoes with a paid bill.

Section 4. An employee that works more than ten (10) hours and seven (7) minutes during any work day on a straight basis shall receive the sum of ten (\$10.00) Dollars supper money from the Authority.

Section 5. Summer Help. May be engaged at wages and hours negotiated individually between the Authority and the prospective employee without regard to the wage rate set in this Agreement.

Section 6. Beeper Pay. Fifty Dollars (\$50.00) per week as computed presently. If required to carry Beeper beyond two (2) consecutive weeks, rate to be Fifty-Five Dollars (\$55.00) per week as computed presently.

Section 7. Commercial Driver's License. All "Unit" employees shall acquire a Commercial Driver's License within one year of the effective date of this contract. All "Unit" employees in full-time service on February 1st, 1991, shall apply for and perform whatever tests may be required in order to receive this license. The Authority agrees to pay all permit and licensing costs and to provide time during working hours for employees to take the first three tests. If additional attempts are required, they shall not be taken on Authority time. The Authority agrees that current employees, as defined above, shall not be subject to dismissal for failure to achieve licensing if they have applied for the license and have attempted to pass the test at least three times in the first year of this Agreement. The Authority further agrees to reimburse the "Unit" members for the annual cost of their license upon receipt of a copy of their license.

Section 8. In the event any employees take less than six (6) sick days, inclusive of three (3) personal days, in any given year beginning February 1st, and ending January 31st, then, that employee shall receive as a bonus on January 31st, of the said year, an amount equal to one-half ( $\frac{1}{2}$ ) percent of his annual salary for that year, excluding overtime and fringe benefits.

Section 9. Severance Pay. In the event an employee is laid off for a period in excess of one year, that employee shall be entitled to severance pay in the amount of one week pay per continuous year of employment with the employer. This sum shall not exceed five weeks pay for continuous employment in excess of five years.

Section 10. License Bonuses. Any employee in possession of a valid New Jersey Department of Environmental Protection License or licenses to operate sewage treatment plants, sewage collection systems, water treatment plants or water distribution systems (NJDEP S, C, W or T) shall be eligible for yearly bonuses for those licenses in the employee's possession on January 31st of each year according to the following schedule:

- (a) Classification 1 - 3% - of Employee's Base Salary
- (b) Classification 2 - 5% - of Employee's Base Salary
- (c) Classification 3 - 6% - of Employee's Base Salary
- (d) Classification 4 - 7% - of Employee's Base Salary

This bonus will be paid at the end of the Employer's fiscal year based upon the highest license classification held during the fiscal year.

Section 11. In the event an employee holds more than one license mentioned in Article 16, Section 10 above, each additional license will entitle the employee to an additional bonus of 1½% of the employees base salary.

#### ARTICLE 17. WELFARE AND PENSION BENEFITS

Section 1. The Employer shall continue the present benefit coverage for employees and their eligible dependents provided that the cost of providing that coverage does not increase in excess of ten percent per year overall inclusive of these provisions outlined in Sections 2 and 3 below.

In the event that the overall cost of health coverage increases in excess of ten percent per year for the duration of this contract, this Article of the executed contract will be mutually considered to be re-opened for continued negotiations to reduce the cost of providing health coverage to the unit by the Employer.

Section 2. The employer agrees to provide Unit employees and their eligible dependents Dental benefits as presently provided.

Section 3. The Employer agrees to include Unit employees and their eligible dependents the same eyeglass plan presently provided to non-Union employees.

Section 4. The "Employer" shall continue the present "Public Employees Retirement Program" covering employees.

Section 5. The "Employer" shall continue the present program of premiums for Life Insurance for retirees as provided in the "Public Employees Retirement Program".

#### ARTICLE 18. WAGES

Section 1. All employees covered by this Agreement shall receive salaries for the contract years as set forth in Schedule "A".

#### ARTICLE 19. MANAGEMENT RIGHTS

Section 1. Except to the extent expressly modified by a specific provision of this Agreement, the "Employer" reserves and retains exclusively all of its ordinary as well as statutory and common law rights, and discretion to manage the operation of the Authority and its companies as such rights existed prior to the execution of this or any other agreement with the "Union". The sole and exclusive rights of the "Employer" which are not abridged by this Agreement shall include, but are not limited to, its right to determine the existence or non-existence of facts which are the basis for management decision; to establish or continue policies, practices, or procedures for the conduct of employees' business and its service to the citizens, and from time

to time, to change or abolish any of all of such practices, policies, and procedures; the right to determine and, from time to time, re-determine the number, location, relocation, classification, and types of its employees, or discontinue any practices, policies or procedures, to select and determine the number on types of employees required; to assign such work to such employees in accordance with requirements determined by the "Employer"; to establish training and upgrading requirements for the employees in the "Unit"; to establish and change work schedules and assignments; to transfer, promote or demote employees for just cause or to lay off, terminate, or otherwise relieve employee on duty for lack of work or other legitimate reasons; to determine the fact of lack of work, to continue, alter, amend, make and enforce reasonable rules for the maintenance of disciplines; to suspend, discharge, or otherwise discipline employees for just cause and otherwise generally to take such measures as the "Employer" may determine to be necessary for the orderly and efficient operation of the Authority, provided, however, that nothing herein shall prevent an employee from presenting his grievance in accordance with this Agreement for the alleged violation of any Article, Section, or specific term of this Agreement.

#### ARTICLE 20. STRIKES AND LOCKOUTS

Section 1. It is agreed that the "Union" and "Unit" shall not call or engage in a strike (or threats thereof) and that the Employer" shall not institute a lockout for any cause whatsoever during the term of this Agreement; nor shall the "Union" or any of the "Unit" cause or participate in any cessation of work, slowdown, work stoppage or interference of any kind with normal "Employer" operations.

#### ARTICLE 21. DURATION OF AGREEMENT

This Agreement shall become effective on February 1st, 1991, and shall continue in full force and effect for two (2) years until January 31st, 1993. It shall automatically renew itself from year to year thereafter, unless either of the parties is given notice in writing at least sixty (60) days prior to the expiration date to change, modify or terminate this Agreement. In such case, the parties shall endeavor to negotiate a new agreement within sixty (60) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers as of the day and year first above written.

ABERDEEN TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

LOCAL 3435 AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

BY: M.P.K.

BY: Carlton D. Teig

MICHAEL P. KELLY III  
Operations Superintendent  
OF ATMUA  
30 Noble Place  
Aberdeen, New Jersey 07747

COMMITTEE:

William T. McFadden  
William O'Brien

SCHEDULE A

LIST OF EMPLOYEES AND HOURLY RATES

	<u>2/1/91</u>	<u>8/1/91</u>	<u>2/1/92</u>
Eddie Postell	13.03	13.16	13.95
William McFadden	11.57	11.69	12.39
William Bailey	11.57	11.69	12.39
Robert Brady	11.57	11.69	12.39
Gregory Seaman	13.03	13.16	13.95
Michael Donahue	11.57	11.69	12.39
Tobias Miele	11.57	11.69	12.39
Brian Benson	11.57	11.69	12.39
Anthony Oliviera	11.57	11.69	12.39
Joseph Osborn	11.57	11.69	12.39

ABERDEEN TOWNSHIP MUNICIPAL  
UTILITIES AUTHORITY

RESOLUTION 1991- 72

WHEREAS, the Aberdeen Township Municipal Utilities Authority's employees represented by the American Federation of State, County and Municipal Employees, a labor organization affiliated with the AFL-CIO, being Local No. 3435 of said Union; and

WHEREAS, the Authority's representatives have negotiated with the union representatives a Union Contract that will run from February 1, 1991 through January 31, 1993; and

WHEREAS, the parties have reached an agreement on the Union Contract.

NOW, THEREFORE, BE IT RESOLVED by the Aberdeen Township Municipal Utilities Authority that Michael Kelly, Superintendent of Operations of the Aberdeen Township Municipal Utilities Authority be and is hereby authorized to execute the Union Contract negotiated between the parties which shall take effect as of February 1, 1991.

This is to certify that the foregoing Resolution was duly adopted by the Aberdeen Township Municipal Utilities Authority at their regular meeting held on May 23, 1991.

  
LEWIS PETRILLO, Secretary